

1 Martin W. Jaszczuk, Esq.  
2 Daniel Schlessinger, Esq.  
3 Maria G. Enriquez, Esq.  
4 Tamra Miller, Esq. (Bar No. 224040)  
5 **JASZCZUK P.C.**  
6 311 S. Wacker Drive, Suite 3200  
7 Chicago, IL 60606  
8 Telephone: (312) 442-0509  
9 mjaszczuk@jaszczuk.com  
10 dschlessinger@jaszczuk.com  
11 menriquez@jaszczuk.com  
12 tmiller@jaszczuk.com

13 Terry J. Mollica, Esq. (Bar No. 139816)  
14 **MOLLIKA LAW**  
15 560 First Street, Suite B201  
16 Benicia, CA 94510  
17 Telephone: (925) 239-2380  
18 Facsimile: (925) 239-2382  
19 tjm@caattnys.com

20 Attorneys for plaintiff  
21 644 BROADWAY, LLC

22 **SUPERIOR COURT OF CALIFORNIA**  
23 **CITY AND COUNTY OF SAN FRANCISCO**  
24 **UNLIMITED JURISDICTION**

25 644 Broadway LLC, a California limited  
26 liability company,

27 Plaintiff,

28 v.

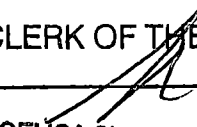
Falls Lake Fire and Casualty Company, a  
California corporation, Falls Lake National  
Insurance Company, an Ohio corporation;  
and DOES 1 through 50, inclusive,

Defendants

**FILED**  
Superior Court of California  
County of San Francisco

SEP 30 2020

CLERK OF THE COURT

BY:  Deputy Clerk  
**ANGELICA SUNGA**

Case No: **CGC-20-587071**

**COMPLAINT FOR BREACH OF  
CONTRACT AND  
DECLARATORY RELIEF**

Jury Trial Demanded

**BY FAX**

NOW COMES 644 Broadway LLC, a California limited liability company  
("Plaintiff" or "644 Broadway"), and for its Complaint against Falls Lake National

1 Insurance Company and Falls Lake Fire and Casualty Company ("Defendants"), alleges as  
2 follows:

3 **I. INTRODUCTION**

4 1. 644 Broadway Street LLC is a California limited liability company that  
5 owns the buildings at 644 and 660 Broadway Street in San Francisco, California. 644  
6 Broadway rents space to several tenants including, but not limited to, China Live and The  
7 Speakeasy (sometimes referred to collectively herein as "Plaintiff's tenants"). China Live  
8 is a highly acclaimed dining establishment that includes a market restaurant with eight  
9 specialized food stations, a separate restaurant called Eight Tables by George Chen, and  
10 six cocktail bars. The Speakeasy features an immersive theatrical experience that sends  
11 customers back in time to San Francisco's North Beach District during prohibition.

12 2. Beginning in March 2020, state and local officials in California issued a  
13 series of orders closing non-essential businesses, including Plaintiff's tenants' businesses,  
14 and directing consumers to stay at home.

15 3. These orders prevented customers and employees of Plaintiff's tenants from  
16 physically occupying Plaintiff's premises and prevented Plaintiff's tenants from operating  
17 their businesses. Plaintiff's tenants' inability to occupy and operate their premises resulted  
18 in the tenants' inability to pay rent to Plaintiff.

19 4. At the same time, San Francisco issued a moratorium on evictions. As a  
20 result, Plaintiff had no ability to leverage a potential eviction to force payment of rent or to  
21 obtain other tenants able to pay rent.

22 5. Plaintiff suffered a staggering loss of rental income as a result of these  
23 orders in the form of its tenants' inability to pay rent.

24 6. Plaintiff is insured under commercial property insurance policies issued by  
25 Defendants under their Commercial Industrial Building Owner's Alliance (CIBA)  
26 Insurance Program, which provide coverage for "the actual Loss of Income sustained by  
27 the Named Insured resulting directly from the necessary untenability caused by direct  
28

1 physical loss, damage, or destruction by any of the perils covered herein during the term of  
2 the policies to real or personal property....”

3 7. Plaintiff purchased the policies to protect its livelihood in the event of an  
4 unforeseen untenability of its buildings resulting in its tenants’ failure or inability to pay  
5 rent, and Plaintiff faithfully paid premiums over the years to obtain this protection.

6 8. The recent government-mandated shutdowns of Plaintiff’s tenants’ facilities  
7 and resulting loss of rental income are precisely the sort of unforeseen, economically  
8 calamitous events Plaintiff sought to insure itself against when it purchased insurance from  
9 Defendants. But when Plaintiff made a claim for coverage as a result of the shutdowns  
10 that resulted in the untenability of Plaintiff’s facilities, Defendants made clear from the  
11 outset that coverage would not be available for Plaintiff’s claim.

12 9. Specifically, without investigation, and based on an erroneous reading of  
13 the language in Plaintiff’s insurance policies as well as a mischaracterization of the nature  
14 of Plaintiff’s losses, Defendants denied Plaintiff’s claim.

15 10. Defendants’ denial of Plaintiff’s claim was arbitrary, unreasonable, contrary  
16 to the language of Plaintiff’s insurance policies, contrary to the undisputed facts, and  
17 contrary to law.

18 11. Due to Defendants’ wrongful denial of coverage, Plaintiff brings this action  
19 for a declaratory judgment establishing that it is entitled to receive the benefit of the  
20 insurance coverage it purchased, for indemnification of the income losses it has sustained,  
21 and for breach of contract.

## 22 II. PARTIES

23 12. Plaintiff 644 Broadway LLC is a California limited liability company that  
24 owns the buildings located at 644 and 660 Broadway Street in San Francisco, California.  
25 The LLC is located in Lafayette, California.

26 13. Upon information and belief, Defendant Falls Lake National Insurance  
27 Company is domiciled in Ohio and has its principal place of business in Raleigh, North  
28 Carolina.

1           14.     Upon information and belief, Defendant Falls Lake Fire and Casualty  
2 Company is domiciled in California and has its principal place of business in Raleigh,  
3 North Carolina.

4                           **III.   JURISDICTION AND VENUE**

5           15.     The insurance policies provide that jurisdiction will be with the court where  
6 the insured property is located and that the law of the state where the property is located  
7 shall apply.

8           16.     The properties at issue are located in San Francisco, California. Therefore,  
9 jurisdiction is proper in the Superior Court of California for the County of San Francisco,  
10 and California law applies to this action.

11                           **IV.   FACTUAL BACKGROUND**

12           17.     In March 2020, officials in California—as in many other states—ordered  
13 the closing of all non-essential businesses, including restaurants, bars, and theatres.

14           18.     For example, on March 19, 2020, the Governor of California entered  
15 Executive Order N-33-20, directing all California residents to shelter in place, except as  
16 necessary to facilitate critical infrastructure sectors.

17           19.     Around this same time, county officials in San Francisco County, California  
18 entered orders directing residents to shelter in place and/or closing or restricting the  
19 operations of non-essential businesses like Plaintiff's tenants' businesses. (The state and  
20 local government orders referenced in paragraphs 17 through 19 are hereinafter referred to  
21 as the "Executive Orders.")

22           20.     Under the Executive Orders, Plaintiff's tenants were required to close their  
23 facilities for a period of several weeks.

24           21.     During this time, Plaintiff's tenants could not allow customers to enter their  
25 premises and could not carry on their businesses.

26           22.     Additionally, during this same time period, San Francisco issued a  
27 moratorium on evictions of small to medium-sized businesses due to a loss of income  
28 related to lost revenue or other economic impacts caused by the COVID-19 pandemic,

1 making it impossible for Plaintiff to evict non-paying tenants and thus rendering Plaintiff's  
2 property "untenantable."

3 23. As a result of the Executive Orders, Plaintiff's tenants were unable to pay  
4 rent, Plaintiff's property became untenantable, and Plaintiff suffered critical loss of  
5 income.

#### 6 V. THE POLICIES

7 24. The properties located at 644 Broadway and 660 Broadway are insured by  
8 Defendants under Falls Lake Master Policies issued through the CIBA Insurance Program  
9 covering the period from January 1, 2020 to January 1, 2021 (the "Policies"). True and  
10 correct copies of the Policies are attached hereto as Exhibit A (644 Broadway) and Exhibit  
11 B (660 Broadway) and are incorporated herein by this reference.

12 25. Plaintiff obtained the Policies to ensure that it would be reimbursed for lost  
13 rental income in the event that its property became untenantable and its tenants failed to  
14 pay their rent.

15 26. Plaintiff faithfully paid premiums to Defendants on the Policies.

16 27. The Policies are "all-risk" property insurance policies, meaning that they  
17 broadly cover risk of loss of or damage to Plaintiff's property, unless a coverage exclusion  
18 applies.

19 28. Under the terms of the Policies, Defendants agreed to provide coverage for  
20 Plaintiff's "Real and Personal Property" against "all risks of direct physical loss or damage  
21 excluding 'flood' and 'earth movement' occurring during the policy period." (Ex. A and  
22 B, p. 6 of Falls Lake Master Policy).

23 29. Defendants further agreed to insure Plaintiff against "the actual Loss of  
24 Income sustained by the Named Insured resulting directly from the necessary  
25 untenantability caused by direct physical loss, damage, or destruction by any of the perils  
26 covered herein during the term of the policy to real or personal property...." (Ex. A and B,  
27 para. 6(b)(1) of Falls Lake Master Policy).

1           30.     “Income” is defined in the Policies as “the sum of: (a) [t]he gross rental  
2 income from the rented portions of such property according to bona fide leases, contracts  
3 or agreements in force at the time of the loss; (b) the fair rental value of any portion of the  
4 property occupied by the Named Insured; and, (c) [i]ncome from loss of monthly  
5 condominium fees, but only if stated in the Declarations page Less non-continuing charges  
6 and expenses.” *Id.*

7           31.     The Policies also include a section entitled “Provisions Applicable to Loss  
8 of Income and Extra Expense.” (Ex. A and B, para. 6(d) of Falls Lake Master Policy).  
9 Under that section, the Policies include an “Interruption by Civil or Military Authority”  
10 provision, pursuant to which Defendants agreed to “cover the actual loss sustained and  
11 necessary Extra Expense<sup>1</sup> incurred during the period of time when, as a direct result of  
12 physical damage within five (5) miles of the premises by a peril insured against, access to  
13 the ‘described premises’ is prohibited by order of civil or military authority....” (Ex. A  
14 and B, para. 6(d)(2) of Falls Lake Master Policy).

15           32.     The “Provisions Applicable to Loss of Income and Extra Expense” section  
16 of the Policies also include an “Ingress/Egress” provision, which provides: “[t]his policy is  
17 extended to cover the actual loss sustained and necessary Extra Expense during the period  
18 of time when, as a direct result of physical damage within five (5) miles of the premises by  
19 a peril insured against, ingress or egress from the ‘described premises’ is thereby  
20 prevented....” (Ex. A and B, para. 6(d)(3) of Falls Lake Master Policy).

21           33.     In summary, under the Policies, when a peril covered under the policies—  
22 such as an unanticipated crisis and governmental shutdown of Plaintiff’s tenants’  
23 businesses and anti-eviction orders—causes “direct physical loss or damage” to Plaintiff’s  
24 property resulting in “necessary untenability”—such as Plaintiff’s tenants’ inability to  
25 pay rent due to their inability to access their facilities, to allow customers on their

26  
27 <sup>1</sup> “Extra Expense” is defined as “reasonable and necessary expenses incurred by the  
28 Named Insured during the period of interruption that the Named Insured would not have  
incurred if there had been no direct physical loss or damage to property caused by or  
resulting from a peril insured against.” (Ex. A and B, para. 6(c) of Falls Lake Master  
Policy).

1 premises, and to otherwise operate their businesses, along with Plaintiff's inability to rent  
2 to new tenants who could pay rent—Defendants are obligated to pay Plaintiff for Loss of  
3 Income and Extra Expense it suffers during the time its premises are untenable.

4 **VI. PLAINTIFF'S CLAIM AND DEFENDANTS' RESPONSE**

5 34. On or about April 6, 2020, Plaintiff made a claim under the Policies for  
6 losses suffered as a result of the Executive Orders (the "Claim"). Plaintiff provided  
7 additional information on its Claim on June 23, 2020.

8 35. On July 14, 2020, Defendants responded to Plaintiff's Claim. (A copy of  
9 Defendants' July 14, 2020 letter is attached as Exhibit C.) In their response, Defendants  
10 admitted that "Loss of Income coverage requires that actual Loss of Income result directly  
11 from the untenability caused by direct physical loss, damage, or destruction...to real or  
12 personal property as described in 6. a."<sup>2</sup> (*See* Ex. C, p. 2.)

13 36. Defendants' letter also conceded that "Extra Expense coverage requires that  
14 reasonable and necessary expenses would not have occurred if there had been no direct  
15 physical loss or damage to property caused by or resulting from a peril insured against"  
16 and that "the policy provides coverage as a result of prohibited access because of  
17 Interruption by Civil or Military Authority...[if] the expense [is] incurred as a direct result  
18 of physical damage within five (5) miles of the premises by an insured peril insured  
19 against." (*See* Ex. C, p. 2.)

20 37. However, despite these admissions as to the policies' language, Defendants  
21 concluded that "[t]here is no coverage for your claim as there was no direct physical loss to  
22 real or personal property at the insured premises; no physical damage within five (5) miles  
23 of the insured premises by a peril insured against; and, there were no governmental  
24 agencies or other similar authorities requiring emergency evacuations due to an impending  
25 insured peril threatening imminent physical danger or loss of life."

26 38. Defendants' response to Plaintiff's Claim misrepresented both the terms of  
27 the Policies and the true cause of Plaintiff's losses.

28  

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2 6. a. of the policies discuss types of property insured.

1           39. Under the terms of the Policies, Plaintiff has suffered “Loss of Income” due  
2 to “untenability” caused by both “direct physical loss” and “damage to” its property as a  
3 result of the Executive Orders.

4           40. The Policies do not define “untenability,” “damage,” or “loss;” therefore,  
5 under well-recognized, undisputed rules of construction, those terms are to be given their  
6 generally understood meaning, and any ambiguity should be construed in favor of  
7 coverage for Plaintiff and against Defendants, who selected the language for inclusion in  
8 their adhesion contracts.

9           41. “Untenantable” means “a condition of premises rendering them unfit for the  
10 purpose for which they were leased, particularly where the lease expressly designates the  
11 use to be made of the premises. It is a condition of premises rendering them unfit for  
12 occupation for any worthwhile purpose.”<sup>3</sup>

13           42. The Executive Orders described herein undeniably rendered Plaintiff’s  
14 premises unfit for the commercial purposes for which they were leased by preventing  
15 Plaintiff’s tenants from running their businesses and preventing customers from occupying  
16 the property. The government shutdowns and the moratorium on evictions further  
17 prevented Plaintiff from using its property as income-earning rental property.  
18 Accordingly, the property was made “untenantable” as a result of the Executive Orders.

19           43. Moreover, “loss” and “damage” are two distinct concepts; indeed, if the  
20 terms were synonymous, there would be no need to include both in the Policies’ language,  
21 separated by the disjunctive “or.”

22           44. Common dictionary definitions of “loss” include “deprivation” and “the  
23 harm or privation resulting from loss or separation.”<sup>4</sup>

24           45. Common dictionary definitions of “damage” include the “harm caused to  
25 something in such a way as to impair its value, usefulness or normal function.”<sup>5</sup>

26  
27  
28 <sup>3</sup> See <https://definitions.uslegal.com/u/untenantable-condition/>.

<sup>4</sup> See <https://www.merriam-webster.com/dictionary/loss>.

<sup>5</sup> See <https://www.lexico.com/en/definition/damage>.

1           46.     The events described herein have unquestionably deprived Plaintiff's  
2 tenants of access to, and have separated Plaintiff's tenants from, their businesses and have  
3 resulted in Plaintiff's tenants' inability to pay rent. Additionally, the Executive Orders  
4 making the property unfit for the purposes for which they were leased, combined with San  
5 Francisco's moratorium on evictions for non-paying small and medium-sized businesses,  
6 made the property untenable. Therefore, under commonly accepted English usage,  
7 Plaintiff has suffered both "loss of" and "damage to" its insured premises, resulting in  
8 "untenability" of Plaintiff's property.

9           47.     "Direct" and "physical" are not defined terms in the Policies. "Direct" is  
10 commonly understood to mean "without deviation or interruption" and "physical" means  
11 "perceived through the senses" and "relating to the body." Applying these standard  
12 meanings, a direct physical loss is a deprivation that is uninterrupted and relates to the  
13 body. This is exactly what Plaintiff has suffered. The inability to gain access to the  
14 insured property deprived Plaintiff of the ability to have bodies physically present on the  
15 property without interruption.<sup>6</sup>

16           48.     Put simply, the Executive Orders caused Plaintiff to suffer both (a) direct  
17 physical loss, and, (b) damage to, its property because the Executive Orders deprived  
18 Plaintiff's tenants of access to their property, prevented Plaintiff's tenants' customers from  
19 physically occupying Plaintiff's tenants' property, and prohibited Plaintiff's tenants from  
20 operating their businesses, resulting in Plaintiff's tenants' inability to pay rent, which  
21 thereby impaired, and in fact nearly eliminated entirely, the normal function and value of  
22 Plaintiff's business property.

23           49.     Because Plaintiff suffered both direct physical loss and damage to its  
24 property, resulting in untenability of the property, it has experienced a covered loss and  
25 is entitled to reimbursement under the Policies.

26           50.     For these same reasons, Defendants are obligated to provide coverage under  
27 the "Civil or Military Authority" provision in the Policies.

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<sup>6</sup> See <https://www.lexico.com/en/definition/direct>.

1           51. As set forth above, the Executive Orders are a “peril insured against.”  
2 Moreover, there are numerous establishments within five miles of Plaintiff’s property that  
3 have similarly suffered physical loss and damage to their premises caused by this “peril  
4 insured against.” Accordingly, the Executive Orders that have prohibited access to  
5 Plaintiff’s tenants’ premises trigger the “Civil or Military Authority” provision of the  
6 Policies.

7           52. Further, coverage is similarly provided under the “Ingress/Egress” provision  
8 of the Policies, as the Executive Orders requiring the shutdown of Plaintiff’s tenants’  
9 facilities and other businesses located within five miles of Plaintiff’s premises physically  
10 obstructed and prevented physical ingress or egress to Plaintiff’s tenants’ facilities,  
11 resulting in an untenability of Plaintiff’s property.

## 12                               **VII. THE CONTAMINATION EXCLUSION**

13           53. In their response to Plaintiff’s Claim, Defendants asserted that Plaintiff is  
14 not entitled to coverage under the Policies for the additional reason that Plaintiff’s claim  
15 may be precluded by a “Contamination Exclusion” provision in the Policies. (*See Ex. C, p.*  
16 *2-3.*)

17           54. This exclusion states that the Policies do not provide coverage for “actual,  
18 alleged or threatened release, discharge, escape or dispersal, seepage or migration of  
19 ‘contaminants or pollutants’....” (*See Ex. A and B, 7(c) of Falls Lake Master Policy.*)

20           55. “Contaminants or Pollutants” are defined as “[a]ny solid, liquid, gaseous or  
21 thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis,  
22 chemicals and waste, which after its release can cause or threaten damage to human health  
23 or human welfare or causes or threatens damage, deterioration, loss of value, marketability  
24 or loss of use to property insured hereunder, including but not limited to bacteria, virus, or  
25 hazardous substances....” (*Id.*, 43(d))

26           56. Plaintiff has made no claim of any type of contamination, and is in fact  
27 unaware of any contamination by SARS-CoV-2 or any other virus on its premises.

28           57. Plaintiff did not lose any rental income due to viral contamination.

1           58. As a result, Plaintiff's losses fall outside the ambit of the Contamination  
2 Exclusion, because they were not caused by contamination by SARS-CoV-2. To the  
3 contrary, the untenability of Plaintiff's property was caused by, and the direct result of,  
4 the orders of civil authorities in California closing Plaintiff's tenants' facilities, directing  
5 consumers to stay at home, and preventing Plaintiff from finding new paying tenants.

6           59. It is Defendants' burden to prove that Plaintiff's Claim is precluded by the  
7 Contamination Exclusion, and that burden cannot be met here.

8                           **FIRST CAUSE OF ACTION**

9                           (BREACH OF CONTRACT: COVERAGE OF PROPERTY DAMAGE CLAIMS)

10           60. Plaintiff repeats and realleges the allegations of paragraphs 1 through 59 as  
11 though fully set forth herein.

12           61. The Policies are insurance contracts under which Plaintiff paid premiums in  
13 exchange for Defendants' promise to pay Plaintiff's claims for losses covered by the  
14 Policies, such as business losses incurred due to government orders that resulted in the  
15 untenability of Plaintiff's property.

16           62. The Policies require Defendants to provide coverage to Plaintiff for "Loss  
17 of Income" and "Extra Expense," as part of which Defendants are obligated to pay Plaintiff  
18 for the loss of income suffered while Plaintiff's building was "untenantable" as a result of  
19 the Executive Orders.

20           63. Plaintiff has complied with all applicable provisions of the Policies,  
21 including payment of premiums in exchange for coverage under the Policies, and yet  
22 Defendants have failed to fulfill their insurance coverage obligations under the terms of  
23 Policies.

24           64. By indicating that it would not provide coverage for any losses or damage  
25 incurred by Plaintiff in connection with the Executive Orders, Defendants have breached  
26 their coverage obligations under the Policies.

27           WHEREFORE, Plaintiff seeks an award of compensatory damages in the amount  
28 of its Loss of Income and Extra Expense, together with costs sustained herein.

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1           71. Plaintiff repeats and realleges the allegations of paragraphs 1 through 70 as  
2 if fully set forth herein.

3           72. The Policies are insurance contracts under which Plaintiff paid premiums in  
4 exchange for Defendants' promises to pay Plaintiff's claims for losses covered by the  
5 Policies, such as business losses incurred due to government orders that resulted in the  
6 untenability of Plaintiff's property.

7           73. The Policies require Defendants to provide Loss of Income and Extra  
8 Expense coverage to Plaintiff, as part of which Defendants are obligated to pay Plaintiff  
9 for its lost rental income and extra expense as a result of an insured peril preventing ingress  
10 or egress to Plaintiff's property.

11           74. The Executive Orders were an insured peril preventing ingress and egress to  
12 Plaintiff's property, and Plaintiff's Claim otherwise meets the requirements for coverage  
13 under the Ingress/Egress provision of the Policies.

14           75. Plaintiff has complied with all applicable provisions of the Policies,  
15 including payment of premiums in exchange for coverage under the Policies, and yet  
16 Defendants have failed to fulfill their insurance coverage obligations under the terms of the  
17 Policies.

18           76. By indicating that they would not provide coverage for any losses or  
19 damage incurred by Plaintiff in connection with the Executive Orders, Defendants have  
20 breached their coverage obligations under the Policies.

21           WHEREFORE, Plaintiff seeks an award of compensatory damages in the  
22 amount of its Loss of Income and Extra Expense, together with costs sustained herein.

23                           **FOURTH CAUSE OF ACTION**

24           (Declaratory Judgment: The Policies have been triggered by direct physical loss and/or  
25 damage to Plaintiff's property and the Policies' contamination exclusion does not  
26 apply)

1           77. Plaintiff repeats and realleges the allegations of paragraphs 1 through 76 as  
2 if fully set forth herein.

3           78. The Policies require Defendants to provide Loss of Income and Extra  
4 Expense coverage to Plaintiff, as part of which Defendants are obligated to pay Plaintiff  
5 the loss of rental income suffered while its property was "untenantable" as the result of the  
6 Executive Orders.

7           79. Plaintiff has made a Claim for coverage for its lost rental income under the  
8 terms of the Policies.

9           80. Defendants have asserted that Plaintiff is not entitled to its lost rental  
10 income because it did not suffer direct physical loss or damage to its covered property.

11           81. Plaintiff suffered both direct physical loss and damage to its property, as  
12 Plaintiff's property was rendered "untenantable" by the Executive Orders preventing  
13 Plaintiff's property from being used for its intended purpose as commercial rental property  
14 that would provide a location for Plaintiff's tenants to serve dine-in customers and bar and  
15 theater patrons, thereby generating rental income for Plaintiff.

16           82. Defendants have also asserted that Plaintiff's Claim for coverage under the  
17 Policies is precluded by a contamination exclusion in the Policies.

18           83. The contamination exclusion is not applicable to Plaintiff's Claim because  
19 Plaintiff's rental income losses were not caused by, and did not result from, contamination  
20 by the SARS-CoV-2 virus.

21           84. As set forth above, true controversy exists between the parties concerning  
22 the parties' rights and obligations under the Policies.

23           WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

24 **FIRST, SECOND AND THIRD CAUSES OF ACTION**

25           1. For general, special and compensatory damages, in the amount of its Loss  
26 of Income and Extra Expense, in excess of the jurisdictional minimum of this Court;

1 **FOURTH CAUSES OF ACTION**

2 1. For a judicial declaration of the rights, duties, and obligations of the parties  
3 under the Policies and a determination that the Loss of Income and Extra Expense, Civil or  
4 Military Authority, and Ingress/Egress provisions of the Policies have been triggered by  
5 direct physical loss and damage to Plaintiff's property and the property of others that  
6 resulted in the untenability of Plaintiff's property, and that the contamination exclusion  
7 does not bar coverage of Plaintiff's claim.

8  
9 **JURY DEMAND**

10 Plaintiff demands a trial by jury of all claims in this Complaint so triable.

11 Dated: September 30, 2020


Respectfully Submitted,

13 JASZCZUK, P.C.

14  
15 By:   
16 Tamra J. Miller, Esq.

17 Dated: September 30, 2020

MOLLICA LAW

19  
20 By:   
21 Terry J. Mollica  
22 Attorneys for plaintiff 644  
23 BROADWAY, LLC  
24  
25  
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27  
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